

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: : Case No. 16-50183
HEALTHSPOT, INC. : Chapter 7
:
Debtor. : Judge Caldwell

**MOTION OF CHAPTER 7 TRUSTEE FOR APPROVAL OF DUE DILIGENCE
PROCEDURES IN ANTICIPATION OF SALE OF ASSETS**

Now comes Myron N. Terlecky, Chapter 7 Trustee (the “Trustee”) for the bankruptcy estate of HealthSpot, Inc. (the “Debtor”), and pursuant to 11 U.S.C. §105 and 363, hereby moves this court for an order approving certain due diligence procedures in anticipation of a sale of substantial assets of the estate. A Memorandum in Support is attached.

Respectfully submitted,

/s/ Myron N. Terlecky
Myron N. Terlecky (0018628)
John W. Kennedy (0042672)
Strip, Hoppers, Leithart, McGrath & Terlecky Co., LPA
575 South Third Street
Columbus, OH 43215
Telephone (614) 228-6345
Facsimile (614) 228-6369
Email: mnt@columbuslawyer.net
jwk@columbuslawyer.net
Attorneys for the Chapter 7 Trustee

MEMORANDUM IN SUPPORT

1. The Debtor filed a voluntary petition pursuant to Chapter 7 of the Bankruptcy Code on January 13, 2016.

2. Myron N. Terlecky is the Chapter 7 Trustee in this bankruptcy estate (the "Trustee").

3. Debtor's estate includes substantial assets, including machinery, equipment, furniture, fixtures, inventory and intellectual property. The Trustee anticipates funds will be available for distribution to unsecured creditors.

4. The Trustee has been contacted by more than 20 parties inquiring about the possible purchase of assets of the estate. In order to disseminate information about the Debtor and assets of the estate in a fair, efficient and orderly manner in anticipation of a possible sale of assets, the Trustee seeks authority to establish a "data room," a website available to prospective purchasers to view such information. The data room will be accessible to all prospective purchaser equally, so that each has access to the same information at the same time.

5. The Trustee has previously obtained authorization to pay the initial expenses to establish the "data room". See, *Order Granting Motion of Chapter 7 Trustee for Authority to Pay Administrative Expense Claims (Doc. 29)*, entered on February 16, 2016 (Doc. 37). The Trustee estimate those expenses to be as follows:

- a. Franklin Computer Services Group: services to set up data room: four (4) hours, plus an estimated two (2) hours of additional service and maintenance, at \$110.00/hr. for a total of \$660.00.
- b. Box.com website hosting services for an estimated twenty-five (25) users for three (3) months, at \$15.00 per user per month, for a total of \$1,125.00.

6. The Trustee intends to provide information in the data room free of charge to prospective purchasers; however, the Trustee will require each user to execute a confidentiality agreement in the form attached hereto as Exhibit A. The Trustee believes the confidentiality agreement is a reasonable and appropriate protection for the sale process and for the eventual purchaser of the assets. After a prospective purchaser has executed the confidentiality agreement, the Trustee will issue a password to that user. In order to access the data room, a user will go to the website Box.com and enter its e-mail address and password.

7. A Table of Contents for the data room, updated as of February 25, 2016, is attached hereto as Exhibit B. The Trustee is still gathering documents for the data room, and the table of contents will be updated continually as new documents are added.

8. A list of Interested Parties is attached hereto as Exhibit C. These individuals have expressed interest, whether for themselves or on behalf of undisclosed clients or principals, in the sale of assets of the estate. Many of these parties have contacted the Trustee directly and have not at this time entered formal appearances in this case. All Interested Parties on Exhibit C will be provided a copy of this motion and the date and time of any hearing set on this matter.

9. The Trustee will begin soliciting offers for the sale of some, if not all, of the Debtor's assets. The Trustee intends to seek approval of a sale procedure, including a possible stalking- horse bidder with appropriate overbid and breakup fee protections. The Trustee would like to file such a motion on or about March 31, 2016.

Based upon the foregoing, it is respectfully requested that the Court issue an Order approving the due diligence procedures as set forth above, and that the Court grant such other and further relief as is appropriate.

Respectfully submitted,

/s/ Myron N. Terlecky
Myron N. Terlecky (0018628)
John W. Kennedy (0047672)
Strip, Hoppers, Leithart, McGrath & Terlecky Co., LPA
575 South Third Street
Columbus, Ohio 43215-5759
Telephone: (614) 228-6345
Facsimile: (614) 228-6369
Email: mnt@columbuslawyer.net
jwk@columbuslawyer.net
Attorneys for Chapter 7 Trustee

Exhibit A

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This confidentiality agreement (the "Agreement") is dated February ___, 2016 by and between _____ with its principal place of business at _____ ("Receiving Party") and Myron N. Terlecky, Chapter 7 Trustee (the "Trustee" or "Disclosing Party"). The Receiving Party and the Trustee are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

In connection with the Receiving Party's interest in engaging in a potential transacting (the "Potential Transaction") involving the Chapter 7 estate of HealthSpot, Inc., (the "Company") Case No. 16-50183, in the United States Bankruptcy Court, Southern District of Ohio, the Trustee may disclose to the Receiving Party or a Representative (as defined below) thereof certain non-public and proprietary information relating to the Company.

The Trustee wishes to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public and proprietary information of the Company disclosed to the Receiving Party hereunder in accordance with the terms hereof.

AGREEMENT

The parties hereby agree as follows:

1. As used herein, the term "Confidential Information" shall include all non-public information, proprietary information and other confidential information received by the Receiving Party or its Representatives, both prior to and following the date of this Agreement, regardless of the manner or medium in which it is furnished, including without limitation all information and documentation which the Company is obligated to treat as confidential pursuant to any course of dealing or any agreement to which the Company is a party, all information and documentation relating to the Company's financial, tax, accounting, intellectual property and other information regarding business operations and structure, marketing practices and techniques, business strategies and capabilities, business plans, and relationships with customers, suppliers, principals, employees and others, and any information that is a trade secret within the meaning of applicable trade secret law and other documentation and materials prepared by the Receiving Party or any of its Representatives, containing or based in whole or in part on any of the foregoing furnished by the Company or its Representatives. Confidential Information does not include information that: (a) is in the public domain or comes into the public domain through no fault of the Receiving Party or (b) becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis.
2. As a condition to receiving the Confidential Information that the Disclosing Party or any of its employees, representatives or agents may furnish to the Receiving Party or its members, managers, partners, directors, officers, employees, attorneys, advisors, representatives and financing sources, (collectively, "Representatives") or to which the Receiving Party is afforded access, directly or indirectly, by the Disclosing Party, the Receiving Party:

- i. shall use, and shall cause its Representatives to use, the Confidential Information solely for the purpose of the evaluation and performance of the Potential Transaction and for no other purpose;
 - ii. shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Confidential Information, including, at a minimum, those measures that it takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care); and
 - iii. shall not, without the prior written consent of the Disclosing Party, use, disclose or make the Confidential Information accessible to any person or entity, including Representatives or other third parties, other than to those who need to know the Confidential Information to permit the Reviewing Party to review and evaluate a Potential Transaction, who are informed of the confidential nature of the Confidential Information and who agree to maintaining the confidentiality of the Confidential Information. Receiving Party shall be responsible for any breach of the terms of this Agreement by any such party, including its Representatives.
3. All Confidential Information shall remain the property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.
4. In the event that the Receiving Party or any of its Representatives are requested or required (by law, judicial order, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the Receiving Party or its Representatives, to the extent permitted by law, shall provide the Company with prompt written notice of such requirement so that the Trustee may seek an appropriate protective order. The Receiving Party will cooperate with the Trustee in obtaining such an order, at the Trustee's sole expense. If such an order is not obtained and the Receiving Party or its Representatives is compelled to disclose Confidential Information, then only that portion of the Confidential Information that is legally required shall be disclosed.
5. At any time upon request of the Trustee, the Receiving Party and its Representatives shall promptly either: (a) destroy all copies, including electronic, of the written Confidential Information in their possession and confirm such destruction to the Trustee in writing; or (b) return to the Trustee all copies of the Confidential Information furnished it and in its possession or in the possession of its Representatives. Any oral Confidential Information will continue to be held subject to the terms of this Agreement.
6. Except as provided in any separate agreement between the Parties, the Trustee is making no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Trustee expressly disclaims any and all liability to the Receiving Party and its Representatives that may be based upon or related to their use of or reliance upon the Confidential Information.
7. The Receiving Party recognizes that in the event of a breach of this Agreement by it or its Representatives, money damages would not be an adequate remedy to the Trustee for such breach and, even if money damages were adequate, it would be impossible to ascertain or measure with any degree of accuracy the damages sustained by the Trustee therefrom. Accordingly, if there should be a breach by the Receiving Party or its Representatives of any provisions of this Agreement, the Trustee shall be entitled to obtain an injunction immediately in any court of competent jurisdiction prohibiting the Receiving Party or its Representatives from violating this Agreement without proving actual

damage sustained by the Trustee. Nothing in the preceding sentence shall limit or otherwise affect any remedies that the Trustee may otherwise have under applicable law.

8. Receiving Party agrees that no failure or delay by the Trustee in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
9. Except as otherwise provided herein, the restrictions and covenants set forth herein shall terminate and be of no further force or effect upon the one year anniversary of this Agreement; provided, however, that with respect to Confidential Information which constitutes a trade secret under applicable law, the Receiving Party's obligations pursuant to this Agreement shall survive so long as the Confidential Information remains a trade secret.
10. The Receiving Party shall—not assign (by operation of law or otherwise) its rights under this Agreement without the prior written consent of the Trustee. The Trustee will assign his rights under this Agreement to the ultimate purchase or purchasers of the assets of the Company. This Agreement shall inure to the benefit of the respective Parties and their permitted assigns.
11. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to the conflicts of laws principles thereof. Each Party hereby consents to the exclusive jurisdiction of the United States Bankruptcy Court, Southern District of Ohio, in the bankruptcy case captioned, In Re HealthSpot, Case 16-50183, while said case is pending, otherwise any federal court or state court located in Columbus, OH. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
12. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.
13. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof, and no modification of this Agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by the Receiving Party and the Trustee.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

RECEIVING PARTY:

TRUSTEE

Name:

Print name:

Myron N. Terlecky, Trustee

Title:

Exhibit B

**HealthSpot, Inc., Case No. 16-50183
Data Room
Myron N. Terlecky, Trustee**

All documents and information contained in the Data Room were provided by HealthSpot, Inc., its agents or representatives, and are provided herein “as is” with no representation or warranty or accuracy or completeness of the information provided.

Summary of Contents

1. Table of Contents; Overview
 - a. Table of Contents
2. Bankruptcy schedules and statements
 - a. Schedules and statements filed 1/13/2016
3. Inventories
4. Technology
 - a. Technical Overview
5. Contracts and Leases
 - a. Executory contracts and unexpired leases from Schedule G
6. Intellectual property information

Table of Contents
Revised 2/25/2016

1. Table of Contents; Introduction
 - a. Table of Contents
 - b. Overview Powerpoint prepared for Trustee
 - c. Link to YouTube video
 - d. HealthSpot Background
 - e. HealthSpot Company Overview
2. Bankruptcy schedules and statements
 - a. Schedules and statements filed 1/13/2016
 - b. Amended Schedules E-F filed 2/16/2016
3. Inventories
 - a. Customer kiosk inventory
 - b. Warehouse kiosk inventory [Reserved]
 - c. Office inventory [Reserved]
4. Technology
 - a. Technical Overview
 - b. Third Party Software Inventory
5. Contracts and Leases
 - a. Executory contracts and unexpired leases from Schedule G
 - 5.a.2.1.1 545 Metro Place STE 475 Lease and Assignment
 - 5.a.2.1.2 545 Metro Place Ste 475 1st and 2nd Amendments 2011- 2012
 - 5.a.2.1.3 545 Metro Place Lease
 - 5.a.2.1.4 545 Metro 2015 Amendment
 - 5.a.2.1.5 545 Metro Place STE 430 Lease
 - 5.a.2.1.6 545 Metro Place 1st and 2nd Amendments 2011-2012
 - 5.a.2.6 Aramark Lease
 - 5.a.2.13 Cannon Copiers
 - 5.a.2.24 Dell Financial “Laptops”
 - 5.a.2.25 Dell Financial MLA
 - 5.a.2.26 Dell Financial MLA
 - 5.a.2.27 Dell Financial MLA
 - 5.a.2.28 Dell Financial MLA
 - 5.a.2.29 Dell Financial “Server”
 - 5.a.2.48 Station Agreement – Kaiser
 - 5.a.2.78 Station Agreement – Promedica
 - 5.a.2.81 Right Way Warehouse Lease
 - 5.a.2.112 Wells Fargo “Forklift”
 - b. Contracts log prepared by Debtor
 - c. Employee Handbook-Confidentiality Agreement
6. Intellectual property information

- a. Patent and Trademark Status Reports provided by Brian Turung, Esq.
- b. Dockets of pending litigation in Ohio, Nevada, Court of Appeals
- c. Responses to discovery request concerning IP

EXHIBIT C

PARTIES WHO HAVE CONTACTED TRUSTEE AND/OR INTRODUCED TO THE TRUSTEE AS HAVING AN INTEREST IN ASSETS

Antonio, E.J., Managing Ptnr. eantonio@afipartners.com AFI Partners 158 Mercer St., 2 nd Floor New York, NY 10012	Jaffe, Henry JaffeH@pepperlaw.com Pepper Hamilton LLP Hercules Plaza, #5100 1313 N. Market St. P O Box 1709 Wilmington, DE 19899-1709	Popat, Rajan rpopat@gmail.com
Blau, David David.Blau@cox.com CCI-Atlanta	Keenan, Paul keeanap@gtlaw.com Greenberg Traurig PA 333 S.E. 2 nd Ave. #4400 Miami, FL 33131	Reynolds, Brad brad@berholdingsllc.com BER Holdings
Booth, Leslie—Shattuck LLC leslie@shattuck.com Shattuck, LLC 650 Canion St. Austin, TX 78752	LeTourneau, Scott CCI-Atlanta	Seow, Ricky seowricky@yahoo.com
Churan, Scott schuran@insight.rr.com	Luggen, Ryan ryan@cia-auction.com CIA Company	Steward, Jennifer jennifer@liquidap.com Liquid Asset Partners LLC
Dove, Alex adove@hginc.com adove@hgpauction.com Heritage Global Partners, Inc. 330 Hatch Dr. Foster City, CA 94404	Maas, Tyler maas@maascompanies.com MAAS Companies P O Box 7127 Rochester, MN 55903	Von Hurwitz, Lon CEO Lon.vonHurwitz@alphaclubs.com Health and Wellness Ventures, Inc. Showroom USA 22 Fourth St., 16 th Floor San Francisco, CA 94103
Gaines, Joshua Joshua.Gaines@cardinalhealth.com	McAloon, Patrick O.R patrick.mcaloon@sinoconnect.com SinoConnect, LLC	Weinberg, Jan-Michael number_one@me.com number_one@me.com Karma USA Inc.
Horn, Howard howard@advancedkiosks.com howard@h32.com Advanced Kiosks P O Box 234 Wilmot, NH 03287	Mulert, Russell (Harvey, Connie) Russell.Mulert@xerox.com	Welhofer, William wwelhofer@KPMG.com KPMG Corporate Finance LLC 200 E. Randolph Dr., #5500 Chicago, IL 60601

Hugh Cathey, Columbus-Partners 614-839-8800 HCathey@Columbus-Patners.com	Oellermann, Charles coellermann@jonesday.com Jones Day 325 John H. McConnell Blvd., #600 Columbus, OH 43215-2673	Walters, Randall rmwalters@jonesday.com Jones Day 325 John H. McConnell Blvd., #600 Columbus, OH 43215-2673
Klein, Jeffrey G. 301 Yamato Rd., #1240 Boca Raton, FL 33431 jklein@kleinlegal.com		

**NOTICE OF MOTION OF CHAPTER 7 TRUSTEE FOR APPROVAL OF DUE
DILIGENCE PROCEDURES IN ANTICIPATION OF SALE OF ASSETS
AND CERTIFICATE OF SERVICE**

Notice is hereby given that the Trustee has filed a motion with the Court for an Order approving due diligence procedures in anticipation of a sale of assets of the estate.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

The Trustee has filed a Motion for an Expedited Hearing on the Motion. IF the court grants the Trustee's Motion for an Expedited Hearing, you will need to appear at the hearing that will be set on a separate Notice Scheduling Expedited Hearing. If the Court does not grant the Trustee's Motion for an Expedited Hearing, you will have twenty-one (21) days from the date of the filing of this Motion to file an Objection.

Any objection must state the basis for your objection. This pleading must be filed with the court by mailing your responses by regular U.S. Mail to Clerk, United States Bankruptcy Court, 170 North High Street, Columbus, Ohio 43215, OR your attorney must file a response using the court's ECF system.

You must also send a copy of your response either by 1) the court's ECF System, or by 2) regular U.S. Mail to:

United States Trustee
170 North High Street, Suite 200
Columbus, Ohio 43215

Myron N. Terlecky, Esq.
Strip, Hoppers, Leithart, McGrath & Terlecky Co., LPA
575 South Third Street
Columbus, Ohio 43215

David M. Whittaker, Esq.
Bricker & Eckler, LLP
100 S. Third St.
Columbus, OH 43215

HealthSpot, Inc.
545 Metro Place S., #430
Dublin, OH 43017

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief without further notice or hearing.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 29, 2016, a copy of the foregoing *MOTION OF CHAPTER 7 TRUSTEE FOR APPROVAL OF DUE DILIGENCE PROCEDURES IN ANTICIPATION OF SALE OF ASSETS* as served on the following registered ECF participants, electronically through the court's ECF system at the email address registered with the court:

- Asst US Trustee (Col)
- Robert Austin Flaughier
- Paul R Hage
- Henry J Jaffe
- Raymond J. Pikna, Jr.
- Donn D Rosenblum
- Daniel R Swetnam
- Zebulon N. Wagner
- David M Whittaker

and by **ordinary U.S. Mail** addressed to the Debtor, Counsel for the Debtor, the Office of the United States Trustee, and all parties and creditors as set forth on the attached mailing matrix and listed below.

The attached mailing matrix was provided by the Bankruptcy Court's CM/ECF Service. Service was made upon both preferred and non-preferred addresses (preferred addresses are marked with "(p)"). Service was not made upon entities with similar names at identical addresses. Though listed in the matrix, a copy of this document was not sent to: the United States Bankruptcy Court and Myron N. Terlecky.

Additional Parties Served:

Jeffrey K Neiheisel
101 Yorkshire Blvd
Lexington, KY 40509

Oracle America, Inc.
Buchalter Nemer PC
C/O Shawn M. Christianson
55 2nd St., 17th
San Francisco, CA 94105

/s/ Myron N. Terlecky
Myron N. Terlecky (0018628)

Ohio Development Services Agency
c/o Donn Rosenblum, Asst. Atty. Gen.
150 East Gay Street, 21st Floor
Columbus, OH 43215-3191

Oracle America, Inc.
Buchalter Nemer PC
c/o Shawn M. Christianson
55 2nd St., 17th
San Francisco, CA 94105-3493

545 Metro Place LLC
C/O Andrew Farbman
The Farbman Group
28400 Northwestern Highway 4th Floor
Southfield, MI 48034-8349

545 Metro Place LLC
C/O Melissa A. Izenson Esq.
Luper Neidenthal & Logan
50 West Broad Street Suite 1200
Columbus, OH 43215-3374

ADA Compliance Consultants
1002 River Rock Dr.
Suite 121
Folsom, CA 95630-2094

AMN HealthCare Inc.
President Travel Nursing
12400 High Bluff Drive
Suite 100
San Diego, CA 92130-3077

AT&T
PO Box 5019
Carol Stream, IL 60197-5019

AT&T
PO Box 5080
Carol Stream, IL 60197-5080

AT&T Corp.
c/o AT&T Services, Inc.
Karen A. Cavagnaro-Lead Paralegal
One AT&T Way, Room 3A104
Bedminster, NJ 07921-2693

Aetna Life Insurance Company
151 Farmington Ave.
Hartford, CT 06156-0002

Alchemy Graphics
321 Chestnut St.
Roselle Park, NJ 07204-1948

Amanda J. Martinsek Esq.
Thacker Martinsek
2300 One Cleveland Center
1375 East Ninth Street
Cleveland, OH 44114-1794

American Electric Power
PO Box 24417
Canton, OH 44701-4417

American Heart Association
7272 Greenville Ave.
Dallas, TX 75231-4596

Aramark Refreshment Services
32985 Industrial Rd.
Livonia, MI 48150-1617

Arena Solutions Inc.
110 Marsh Rd.
Second Floor
San Mateo, CA 94404-1121

Arrow Electronics Inc.
OEM Computing Solutions Group
7459 S. Lima Street
Englewood, CO 80112-3879

Arrow Electronics Inc. NPI
13469 Collections Center Dr.
Chicago, IL 60693-0134

Asst US Trustee (Col)
Office of the US Trustee
170 North High Street
Suite 200
Columbus, OH 43215-2417

Atchley Signs
1171 West Third Ave.
Columbus, OH 43212-3043

BMC Software Inc.
2101 CityWest Boulevard
Houston, TX 77042-2828

BT HealthSpot Investments LP
79 Plummer McCullough Rd.
Mercer, PA 16137-4947

BTRx Initiatives LLC
307 Edwards Ferry Rd.
Leesburg, VA 20176-2331

Barski Drake Browne PLC
14500 N. Northsight Blvd.
#200
Scottsdale, AZ 85260-3660

Bennett Jones LLP
3400, One First Canadian Place,
P.O. Box 130
Toronto, Ontario M5X 1A4

Bennett Jones LLP
PO Box 130
3400 One First Canadian Place
Tornonto M5X1A4, ON

Brent Stutz
Cardinal Health
7000 Cardinal Place
Dublin, OH 43017-1091

CDW
75 Remittance Drive
Chicago, IL 60675-1515

CDW Document Page 16 of 21
Attn: Ronelle Erickson
200 N. Milwaukee Ave
Vernon Hills, IL 60061-1577

Canon Financial Services Inc.
14904 Collections Center Dr.
Chicago, IL 60693-0149

Cardinal Health 110 Inc.
& Cardinal Health 411 Inc.
7000 Cardinal Place
Dublin, OH 43017-1091

Caster Communications
155 Main Street
Wakefield, RI 02879-3504

Cerdant
PO Box 25505
Dublin, OH 43017

Cerdent Inc.
5747 Perimeter Dr.
Suite 110
Dublin, OH 43017-3252

Charity Glass-Cotta Esq.
Kettering Health Network
1 Prestige Place
Suite 580
Miamisburg, OH 45342-6149

Children's Healthcare of Atlanta Inc.
1600 Tuller Circle NE
Atlanta, GA 30329-2303

Christi Pedra
Cardinal Health
7000 Cardinal Place
Dublin, OH 43017-1091

City of Dublin
5200 Emerald Parkway
Dublin, OH 43017-1006

Cleveland Clinic
Attn. Chief Financial Officer
9500 Euclid Ave. NA4
Cleveland, OH 44195-0002

Cleveland Clinic Foundation
Attn. Chief Financial Officer
9500 Euclid Ave. NA4
Cleveland, OH 44195-0002

(p)COLUMBIA GAS
290 W NATIONWIDE BLVD 5TH FL
BANKRUPTCY DEPARTMENT
COLUMBUS OH 43215-4157

Commercial Vehicle Group Inc.
7800 Walton Parkway
New Albany, OH 43054-8233

Computerized Screening Inc.
9550 Gateway Dr.
Reno, NV 89521-8924

Connected Health Innovations Inc.
1400 Lake Hearn Drive NE
Atlanta, GA 30319-1464

Continental Office Enviornments
2601 Silver Dr.
Columbus, OH 43211-1056

Continental Broadband
of Pennsylvania LLC
5000 Arlington Centre Blvd.
Columbus, OH 43220-3075

Cox Communications Inc
Attn. David Blau
1400 Lake Hearn Dr.
Atlanta, GA 30319-1464

Creative Financial Staffing LLC
PO Box 95111
Chicago, IL 60694-5111

(p)DELL FINANCIAL SERVICES
P O BOX 81577
AUSTIN TX 78708-1577

Diversified Assemblies Inc.
PO Box 5039
41 East Tucker Ave.
Shelby, OH 44875-1529

Diversified Assemblies Inc.
PO Box 5039
Shelby, OH 44875-5039

Dunnhumby
PO Box 638865
Cincinnati, OH 45263-8865

Dustin Helvey
Kaiser Permanente
10992 San Diego Mission Rd.
San Diego, CA 92108-2418

Dynamic Network Services Inc.
Attn. Legal Department
150 Dow Street
Manchester, NH 03101-1227

E-ceptionist Inc.
820 Gessner
Suite 230
Houston, TX 77024-4532

EAG
2130 Arlington Ave.
Columbus, OH 43221-4314

Edwards Lifesciences
One Edwards Way
Irvine, CA 92614-5688

Eli Lilly & Company

Attn. Mike Luker

Senior Advisor Clinical Innovation

Lilly Corporate Center

Indianapolis, IN 46285-0001

Fay Sharpe LLP

Attn. Brian Turung Esq.

The Halle Building 5th Floor

Cleveland, OH 44115

FedEx

PO Box 371461

Pittsburgh, PA 15250-7461

Flippin Water LLC

C/O Statutory Agent

Thomas E., Moloney

1105 Schrock Rd. Suite 602

Columbus, OH 43229-1174

Google Inc.

Attn. Gregory Lloyd

1600 Amphitheatre Parkway

Mountain View, CA 94043-1351

Gordon Flesh

PO Box 73288

Cleveland, OH 44193-0002

HMB

570 Polaris Parkway

Suite 125

Westerville, OH 43082-7924

HMB Information System Developers

570 Polaris Parkway

Suite 125

Westerville, OH 43082-7924

Health Spot LLC

10972 East US Highway 36

Avon, IN 46123-7980

Health Spot LLC

C/O Matthew R. Schantz Esq.

Frost Brown Todd

PO Box 44961

Indianapolis, IN 46244-0961

Hopkins Printing

PO Box 951404

Cleveland, OH 44193-0016

Hugh Cathey

7828 Scioto Crossing Blvd.

Dublin, OH 43016-7274

HumaCare

9501 Union Cemetery Road

Loveland, OH 45140-9686

Humble Construction Co.

1180 Carlisle St.

Bellefontaine, OH 43311-9701

ICAT Logistics Inc.

6805 Douglas Legun Drive

Elkridge, MD 21075-6262

Ice Miller LLP

27230 Network Place

Chicago, IL 60673-1272

Information Control Corporation

2500 Corporate Exchange Dr.

Suite 310

Columbus, OH 43231-7601

Jennifer E. Hoekel Esq.

Armstrong Teasdale LLP

7700 Forsyth Blvd.

Suite 1800

Saint Louis, MO 63105-1847

John Carroll University

Attn. Jan Krevh

1 John Carroll Blvd.

Cleveland, OH 44118-4581

Joshua T. Gaines

Cardinal Health

7000 Cardinal Place

Dublin, OH 43017-1091

KPMG Corporate Finance LLC

Attn. William G., Welnfofer

Managing Director

200 E. Randolph Dr. Suite 5500

Chicago, IL 60601-6607

KTM2 LLC

6701 West 64th Street

Suite 125

Overland Park, KS 66202-4007

Kaiser Foundation Health Plan Inc.

One Kaiser Plaza

Oakland, CA 94612-3610

Kelly Services

PO Box 820405

Philadelphia, PA 19182-0405

Kelly Services, Inc

999 West Big Beaver

Troy MI 48084-4716

Kettering Health Network

3535 Southern Blvd.

Dayton, OH 45429-1221

Kettering Health Network

Attn. Beverly Knapp

10050 Innovation Drive

Suite 240

Miamisburg, OH 45342-4935

Keylingo Translations

2 Ravinia Dr.

Suite 500

Atlanta, GA 30346-2105

Case 2:16-bk-50183 Doc 56 Filed 02/29/16 Entered 02/29/16 09:07:36 Desc Main
King Business Interiors Local Waste Services LTD Page 18 of 21 MDC Health Co-op
6155 Huntley Rd. PO Box 954747 175 Varick Street
Suite D Detroit, MI 48255-4747 9th Floor
Columbus, OH 43229-1096 New York, NY 10014-7407

Make It Pretty Inc.
10158 Windsor Way
Powell, OH 43065-7668

Marc Glassman Inc.
Attn. Melemie Petropoulos
5841 West 130th Street
Cleveland, OH 44130-9308

Mark DeCastro
6182 Parkmeadow Lane
Hilliard, OH 43026-7407

Mary King
3849 Coral Creek Ct.
Powell, OH 43065-1518

Mayo Clinic
Albert Lea - Austin
Attn. Scott Ramsey
700 West Prairie Street
Belle Plaine, MN 56011-1000

Mayo Foundation For Medical Education
& Research
200 West First Street SW
Rochester, MN 55905-0001

Mayo Foundation For Medical Education
& Research
Attn. Scott Ramsey
Rochester, MN 55905-0001

McDoanld HealthSpot LLC
C/O McDoanald Partners LLC
1301 East 9th Street
Suite 3700
Cleveland, OH 44114-1856

McDoanld HealthSpot LLC
C/O McDoanald Partners LLC
959 W. St. Clair Ave.
Cleveland, OH 44113-1298

Medventures/Cloud MD
Attn. Shaz Khan
15 Allstate Parkway
Markham ON L3R 5B4

Michele Kothe
2271 Severhill Drive
Dublin, OH 43016-9070

Microsoft Corporation
Dept. 551 Volume Licensing
6100 Neil Rd. Suite 210
Reno, NV 89511-1157

Microsoft Licensing GP
Attn. OEM Contracts
6100 Neil Rd. Suite 210
Reno, NV 89511-1157

Mitchell Silver
7755 Arboretum Court
New Albany, OH 43054-8966

NFS Leasing Inc.
900 Cummings Center Sutie 309-V
Attn Customer Service
Beverly, MA 01915-6198

Nadine Finnerty
Cox Communications Inc.
1400 Lake Hearn Dr. NE
Atlanta, GA 30319-1464

Netserve 365 LLC
1000 Cliff Mine Rd.
Park West One Suite 250
Pittsburgh, PA 15275-1022

NewCrop LLC
1800 Bering Drive
Houston, TX 77057-3151

NewCrop LLC
Accounts Payable
9055 Soquel Dr.
#H
Aptos, CA 95003-4039

NewCrop, LLC
P.O. Box 3630
Napa, CA 94558
Napa, CA 94558-0362

Nottingham Spirk
2200 Overlook Road
Cleveland, OH 44106-2326

Nottingham Spirk Design
Attn. John Spirk
2200 Overlook Rd.
Cleveland, OH 44106-2326

Office Depot
PO Box 630813
Cincinnati, OH 45263-0813

Ohio Chamber of Commerce
230 East Town Street
Columbus, OH 43215-4657

Ohio Development Services Agency
Attn. Loan Servicing Office
77 South High Street 28th Floor
Columbus, OH 43215-6108

Ohio Development Services Agency
Tax Credit Authority
Attn. Executive Director
77 South High Street 28th Floor
Columbus, OH 43215-6130

Ometek Incorporated
790 Cross Pointe Rd.
Columbus, OH 43230-6685

PSC Management Limited Partnership
C/O Dell Inc.
Attn. Legal Department Am. Real Estate
One Dell Way
Round Rock, TX 78682-7000

Pro Football Hall of Fame
Enshrinement Festival
222 Market Ave. N
Canton, OH 44702-1418

RNK Products Inc.
8247 Devereux Drive
Suite 101
Viera, FL 32940-8227

Right Way Supply Chain Solutions LLC
11410 Mathis Road
Farmers Branch, TX 75234-9407

Rite Aid Corporation
Attn. Accounts Receivable
PO Box 3165
Harrisburg, PA 17105-3165

Robert W. Baird Co.
777 East Wisconsin Ave.
Milwaukee, WI 53202-5391

SEKO
1100 Arlington Heights Road
#600
Itasca, IL 60143-3111

Schneider Downs & Co. Inc.
One PPG Place
Suite 1700
Pittsburgh, PA 15222-4237

Silo Connectors LLC
PO Box 94749
Cleveland, OH 44101-4749

Paramount Financial Communications Inc.
dba Plan Management Corp.
44 West Lancaster Ave.
Ardmore, PA 19003-1350

Product Safety Consulting Inc.
605 Country Club Dr.
Suites I & J
Bensenville, IL 60106-1330

Richard Benson
Moose Design
608 Jackson Street
Lafayette, CO 80026-9187

Right Way Supply Chain Solutions LLC
C/O JNH Logistics
770 Morrison Rd.
Columbus, OH 43230-6642

Robert Half International
12400 Collections Center Drive
Chicago, IL 60693-0124

Ryan Rimmel
211 Eddy St.
Newark, OH 43055-5109

Salesforce.com
PO Box 203141
Dallas, TX 75320-3141

Shred-It
1370 Research Blvd.
Columbus, OH 43230-6625

Southern California Permanente
Medical Group
One Kaiser Plaza
Oakland, CA 94612-3610

Pitney Bowes
PO Box 371874
Pittsburgh, PA 15250-7874

Promedica Physicians
& Continuum Services
Attn. Paul Muneio
5855 Monroe Street
Sylvania, OH 43560-2269

Richard G. Campbell Jr.
Downey Brand LLP
100 W. Liberty St.
Suite 900
Reno, NV 89501-1958

Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011-2400

Robert Half Technology
PO Box 743295
Los Angeles, CA 90074-3295

SAGE
14855 Collections Center Dr.
Chicago, IL 60693-0148

Schneider Downs & Co. Inc.
41 South High Street
Suite 2100
Columbus, OH 43215-6102

Silo Connectors
730 Ken Mar Industrial Parkway
Broadview Heights, OH 44147-2920

Southwest Display & Events
1200 Crowley Dr.
Carrollton, TX 75006-1315

Southwest Displays & Events

Stacy Butterfield
Document

Steve Cashman

Frances A. Smith

Cardinal Health

10158 Windsor Way

Shackelford, Melton, McKinley & Nor

7000 Cardinal Place

Powell, OH 43065-7668

9201 N. Central Expressway, Suite 400

Dublin, OH 43017-1091

Dallas, TX 75231-6033

TCSP Inc.

TVII Corp.

Tableau Software

dba Trust Commerce

30195 Chagrin Blvd.

PO Box 204021

9850 Irvine Center Dr.

Suite 310N

Dallas, TX 75320-4021

Irvine, CA 92618-4353

Pepper Pike, OH 44124-5763

Teladoc Inc.

Teladoc Inc.

The Junto Company

Attn. Daniel Trencher Senior VP

Attn. General Counsel

691 North High Street

Business Development

One Sound Shore Dr. Suite 300

Suite 306

One Sound Shore Dr. Suite 300

Greenwich, CT 06830-7251

Columbus, OH 43215-1583

Greenwich, CT 06830-7251

The MetroHealth System

The Ohio Bell Telephone Company

Thompson Reuters

2500 MetroHealth Dr.

c/o AT&T Services, Inc.

PO Box 64833

Cleveland, OH 44109-1998

Karen A. Cavagnaro-Lead Paralegal

610 Opperman Dr.

One AT&T Way, Room 3A104

Saint Paul, MN 55123-1340

Bedminster, NJ 07921-2693

Thomson Reuters

Thomson Reuters

Time Warner Cable

610 Opperman Drive

Payment Center

1015 Olentangy River Rd.

Eagan MN 55123-1340

PO Box 6292

Columbus, OH 43212-3149

Carol Stream, IL 60197-6292

Time Warner Cable

Time Warner Cable Enterprises LLC

Tracy McCurry

PO Box 0916

Attn. General Counsel

7707 Peck Ct.

Carol Stream, IL 60132-0916

60 Columbus Circle

Lewis Center, OH 43035-9639

New York, NY 10023-5860

Tri-State Outreach

Twin Valley Publications

University Hospitals Case Medical Center

50 North 4th Street

PO Box 24

Attn. President

Zanesville, OH 43701-3410

West Alexandria, OH 45381-0024

11100 Euclid Ave.

Cleveland, OH 44106-5000

University Hospitals Health Systems Inc.

Variety Children's Hospital

Vector Security

3605 Warrensville Center Dr.

dba Miami Children's Hospital

PO Box 89462

Attn. Chief Legal Officer

3100 West 62nd Ave.

Cleveland, OH 44101-6462

Beachwood, OH 44122-9100

Miami, FL 33155-3073

Vidyo

Vidyo Inc.

Wal Mart Stores Inc.

PO Box 360642

433 Hackensack Ave.

Attn. Tim Johnson

Pittsburgh, PA 15251-0001

7th Floor

702 SW 8th Street

Hackensack, NJ 07601-6336

Bentonville, AR 72712-6209

Wells Fargo Equipment Finance

Xerox Business Services LLC

Xerox Consulting Company Inc.

300 Tri-State International

Attn. Connie Harvey

C/O Xerox Business Services

Suite 400

1001 Yorkshire Blvd.

2828 N. Haskell Ave. Bldg. 1 9th Floor

Lincolnshire, IL 60069-4417

Lexington, KY 40509

Attn. Group Counsel For Comm. Solutions

Dallas, TX 75204-2954

Yamamoto
219 2nd Street North
Minneapolis, MN 55401-1432

David M Whittaker
100 South Third Street
Columbus, OH 43215-4214

Myron N Terlecky
575 S Third Street
Columbus, OH 43215-5755

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Columbia Gas of Ohio Inc.
PO Box 742510
Cincinnati, OH 45274-2510

Dell Financial Services
Attn. Charles Simpson Bankruptcy Manager
One Dell Way RR3-62
Round Rock, TX 78682

(d)Dell Financial Services
P.O. Box 5292
Carol Stream, IL 60197-5292

(d)Dell Financial Services LLC
Legal Department
1 Dell Way
Round Rock, TX 78682

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)545 Metro Place, LLC

(u)Harris, Mackessy & Brennan, Inc.
43082

(u)JNH Logistics, LLC

(u)Right Way Supply Chain Solutions, LLC

(u)Rite Aid Hdqtrs. Corp.

(u)Xerox Business Services, LLC

(d)Oracle America Inc.
500 Oracle Parkway
Redwood City, CA 94065-1677

(d)Silo Connectors, LLC
730 Ken Mar Industrial Parkway
Broadview Heights OH 44147-2920

(d)Vidyo Inc.
PO Box 360642
Pittsburgh, PA 15251-0001

(d)Vidyo, Inc.
433 Hackensack Ave
7th Floor
Hackensack NJ 07601-6336

End of Label Matrix
Mailable recipients 185
Bypassed recipients 10
Total 195